

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



AND THE

**UNITED MINE WORKERS OF AMERICA
CLERICAL UNIT**

February 1, 2001 THROUGH January 31, 2004

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ARTICLE I – PURPOSE

It is the intent and purpose of the Company and the Union to establish, through this agreement, the wages, hours of work, and conditions of employment about which the Company and the Union bargained for the Employees of the Company in the unit defined herein; to provide a procedure for processing disputes between the Company and the Union as to the interpretation and application of the provisions of this Agreement; and generally to govern the relationship between the Company and the Union and its members.

The Union recognizes the necessity to achieve efficiency in production and acknowledges that it is the further purpose of this Agreement to prevent interruptions of work and interference with the efficient operation of the Company's business. It is the intent and purpose of the parties to promote harmony between the Company, its employees, and the Union for the efficient and successful operation of the Company's contract with the government so that the employees and the Company may mutually benefit.

Except as specified in this Agreement, the Union and the Employees it represents are not waiving rights, which exist under the National Labor Relations Act to bargain over Employees' wages, hours, and working conditions. Nor do the Union and the Employees it represents waive any right to challenge any governmental action that would dictate a change in a term and condition of employment provided for under this Agreement.

The Company and the Union mutually agree not to discriminate in any way against any Employee with respect to hiring, compensation and terms or conditions of employment because of applicable laws relating to the disabled and Vietnam-era Veterans. Neither the Company nor the Union shall discriminate against any Employee on the basis of race, creed, national origin, gender, age, and political activity or otherwise.

ARTICLE II - SCOPE AND COVERAGE

The Company hereby recognizes the Union as the exclusive bargaining representative for the purpose of bargaining collectively as required by Section 8D of the NLRA with respect to wages, hours and other conditions of employment, for the Company's Employees regularly assigned to the following bargaining unit, all full-time and regular part-time clerical employees, including secretaries, senior clerks, word processing operators, senior clerks to DOE Division Manager of Office Management, and senior clerk to DOE Associate Director for Project Management employed by the Employer at the Department of Energy (DOE) National Energy Technology Laboratory at Collins Ferry Road, Morgantown, WV on the Site Operations Contract.

Managers and Supervisors shall not perform bargaining unit work except in cases of emergency or Employee training/instruction.

ARTICLE III - REPRESENTATION

Section 1 - Representative

The Representative of the Union shall have access to the shops and office of EG&G at the National Energy Technology Laboratory (NETL) for the purposes of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, providing there is no interruption of the Company's business and providing further that (a) the Union Representative notifies the Company's Human Resources Representative in advance of any visit and (b) prior to entering any facilities under the control of the Company, the visiting representative reports to the Human Resources Office or the Operational Manager's Office in their absence.

Section 2 - Shop Stewards

The Company recognizes the right of the Union to designate one (1) Steward and one (1) Alternate for site support clerical employees. The authority of the Steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this collective bargaining agreement.
- b. The transmission of such messages and information as shall originate with, and are authorized by the Union or its officers.

Section 3 - Scope of Stewards' Union Activities

The Stewards' Union activities on Company time shall fall within the scope of the following functions:

- a. To investigate a complaint or grievance and to present a complaint or grievance to an Employee's immediate manager in an attempt to settle the matter for the Employee or group of Employees who may be similarly affected.
- b. To meet by appointment with an appropriate manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of the Agreement.
- c. The Steward shall be allowed to perform these duties during the Steward's working hours without loss of compensation. The performance of these duties shall be limited to a reasonable amount of time per shift.
- d. The duties specified above shall not relieve the Steward of his/her duties, and obligations as an Employee of the Company, and he/she shall continue to be subject to all rules, regulations, and procedures applicable to other Employees. The Steward shall notify his/her immediate manager before leaving the work area to conduct Union business.

Section 4 - Checkoff

The membership dues, including initiation fees, and assessments of the United Mine Workers of America and its various subdivisions, credit, voluntary COMPAC contributions and other voluntary deductions, the Union-sponsored group auto insurance, as authorized and approved by the International Union, United Mine Workers of America, shall be checked off the wages of the Employees by the Employers covered by this contract and shall be remitted by the Employers to the properly designated officers of the Union for distribution to its various branches. Such remittance shall be made within 30 days of the date such amount has been checked off. The Employer shall also submit an itemized statement showing the name of each Employee, his/her Social Security number, hours worked, and the amount checked off for dues, initiation fees, and assessments. Such itemized statement shall be made within 60 days of the date the check-off has been made, and shall include a list of Employees from whom dues, initiation fees, and assessments have not been collected.

In order that this section may become effective and operate within the limitations of the Labor-Management Relations Act of 1947, the Union hereby agrees to furnish, with all reasonable dispatch to the respective Employers, and the Employers agree to aid, assist and cooperate in obtaining, written authorizations from each Employee so employed. Upon the presentation to the Employers of such authorizations in such reasonable form as time and circumstances may allow, said Employers shall make deductions so authorized and deliver the same to the designated District officer of the Union or to such authorized representative as may be designated by the Union.

Section 5 - Notification

The Union shall notify the Company of the amount of dues to be withheld by the Company, and shall advise the Company in writing at least two (2) months prior to any change in the amount to be withheld.

Section 6 – Membership

It is agreed that all employees coming under the terms of this Agreement shall be required to make application to, and become members of, the Union within thirty (30) days of their employment. In the event an employee does not become a member of the Union within the time frame prescribed above, the Union will approach management and request that the employee be terminated from any employment that is covered under this Agreement. The Union agrees to hold the Company harmless from any action that may come about as a result of the application of this section.

ARTICLE IV – MANAGEMENT RIGHTS

The Union recognizes that the Company retains the sole right to manage its business, as such right existed prior to the execution of this Agreement except only as expressly abridged by a specific provision of this Agreement. The Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business including but not limited to:

1. The direction of the working force including the right to hire and decide the number of employees required and to make rules governing the conduct of the working force, which will be applied in a reasonable fashion.
2. Determine work methods and procedures, and to issue, amend, and revise policies, rules, regulations, and practices.
3. Require all employees to observe all safety regulations prescribed by the Company and/or the Government and to work safely.
4. Discharge, suspend, or discipline employees for just cause.
5. The Company may, if it desires, maintain a variety of skills within its group of employees to be prepared to have skills and/or supervision for any type of work that may arise.
6. The Union understands the extreme importance of keeping operating equipment, units, and facilities running at all times. The Union also understands that the loss of production and the cost of repairs together create a great loss to Government. Therefore, the Union will encourage and advise the employees to exhaust every effort, ways, and means to perform work of good quality and quantity. The Company and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery tools or labor-saving devices.
7. It is understood by the Company and agreed to by the Union, that the employees of the Company will perform the work requested by the Company without having any concern or interference with any other work performed by any employees who are not covered by this Agreement doing non-bargaining unit work.
7. The Company's failure to exercise any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the employees provision of this Agreement. In exercising its rights under this Article, the Company shall not violate the provision of this Agreement.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1

All grievances that may arise will be handled in the following manner. Any grievance must be filed within five (5) working days of the event given rise to the grievance. The five (5) days shall be considered from the time the grievant should have reasonably known of the grievance. In cases involving dismissals for cause, the grievance may be instituted at step three. In all steps, the grievant shall have the right to be present and at his/her request be accompanied by his/her Union representative.

Step 1 - Prior to processing any written grievance, any Employee who believes he/she has a grievance must discuss it with his/her immediate manager, with the option of having his/her steward present. If the Employee is dissatisfied with the answer given by his/her manager or no answer is given within five (5) normal working days, the grievance shall be submitted at Step 2.

Step 2 - Within three (3) normal working days following the Manager's answer from Step 1 or if no answer is given, the Employee and his/her steward shall present to the Human Resources Representative a written grievance form that has been approved by the Union and the Company, stating what the grievance is and the remedy sought. If the Human Resource Representative's decision is not satisfactory, or is not given within five (5) normal workdays, the grievance shall be submitted at Step 3.

Step 3 - The grievance shall be forwarded by the Union steward to the Operations Manager or his/her designated representative within three (3) normal workdays after the Human Resource Representative's unsatisfactory written decision, or failure to give a decision. The Operations Manager shall meet with the appropriate district representative or his/her designated representative within five (5) days of receipt of the grievance. If the Operation's Manager's decision is not satisfactory or is not given within five (5) normal working days, the grievance shall be submitted at Step 4.

Step 4 - Upon mutual agreement the grievance may be forwarded to final and binding mediation as stated under Article VI of this Agreement for its resolution. Any other grievance unresolved in Step 3 of this grievance procedure shall be moved into Step 5 of this grievance procedure, which is final and binding arbitration.

Step 5 - The Union may, no later than five (5) working days after receipt of the Company's decision in Step 3 submit the matter to arbitration by requesting that the Federal Mediation and Conciliation Service (FMCS) submit a list of five (5) names of arbitrators, from which the Company and the Union shall choose an impartial arbitrator to decide the matter. Following receipt of the list of names, of arbitrators the parties shall then alternately strike the names from the panel and the name remaining shall be the Arbitrator in the case. The determination of which Party is to strike first shall be determined by a coin flip. Striking shall take place within seven (7) days of receipt of the arbitrators list.

Section 2

In arbitration proceedings, the expense of the impartial Arbitrator shall be shared by both parties. The parties will be responsible for paying their own representatives and witnesses.

Section 3

All arbitration hearings shall be held at a mutually agreed upon neutral location with the Company and the Union agreeing to equally share expenses incurred in the hearing room.

Section 4

The findings of the arbitrator shall be final and binding on all parties.

Section 5

All time limits stated in this article shall be treated as jurisdictional in nature and the failure to follow any of the set time limits shall result in the grievance being void and waived and the matter shall end without resort to mediation/arbitration. A normal workday is defined as any day on which a bargaining unit Employee is at work Monday through Friday, except holidays.

Section 6

Except by mutual written Agreement to the contrary, only one grievance shall be taken to arbitration at any time before the same arbitrator.

Section 7

The impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with provisions of this Agreement and shall not have jurisdiction or authority to add or detract from or alter in any way such provisions or any rules of discipline attached hereto.

Section 8

Time frames pursuant to discharge shall be commensurate with provisions of Article VIII, Discharge/Arbitration of this Labor Agreement. In these cases arbitrators shall be selected immediately by the parties pursuant to Article V, Section 1, Step 5, Grievance Procedure, as it pertains to the Arbitrator selection process, and the actual arbitration shall be held as expediently as possible following the time it is referred to arbitration at Step 4.

Section 9

Time limitations may be waived by mutual Agreement of both parties.

ARTICLE VI - MEDIATION

The parties to this Agreement are jointly committed to the resolution of all disputes that arise under the Contract between the parties and committed to resolve these disputes in as timely and cost-effective manner as possible. In that light, the Parties agree to embrace the concept of final and binding mediation within certain defined areas as addressed within this Article.

Section 1 - Mediation

Upon mutual agreement the Company and the Union can mutually agree to submit any grievance to final and binding mediation as an alternative to arbitration. If mutual agreement is not met, Step 5 of the grievance procedure will prevail.

Section 2 – Selection

- a. As one option in mediation, the Company and the Union can mutually agree to choose an independent mediator. A mediator chosen by the parties shall possess baseline qualifications to even be considered as acceptable to hear the disputes under this Agreement. Such a candidate must have a background in dispute resolution even though he or she may not have been a mediator or arbitrator in the past. Such qualifications shall be an understanding of the labor-management process as it relates to collective bargaining. He or she must also have knowledge of the terminology and principles that are inherent in collective bargaining Agreements including, but not limited to, the concept of seniority, pay grades and pay principles, Employee/Employer benefit programs, and be able to hear testimony, and be able to draw upon his/her experience in rendering fair and forthright award determinations.

Such a mediator must agree to work under the principles and compensation scale as set forth by the parties under this Contract. If the Company and the Union cannot mutually agree on a mediator, or if they are unable to locate a mediator that is determined to be suitable, but wish to pursue mediation, option (b) below will be followed.

- b. As a second option in mediation, the parties will request a panel of mediators from FMCS in the same manner as described in Step 5 of the grievance procedure for arbitrators. Selection will also be in accordance with Step 5 of the grievance procedure. Both parties agree that a request for mediation must be submitted by the grieving party within five (5) working days after the receipt of the Company's answer to Step 3 or the right to mediate that grievance is forfeited.

Section 3 - Cost of Mediation

The expense and fees of the Mediator shall be borne equally by the Company and the Union. Each party shall pay any and all expenses for their own representatives and witnesses. The Parties will strive to keep mediation expenses at a maximum of five hundred dollars (\$500) per case or two hundred and fifty dollars (\$250) for each party exclusive of their witness fees or other compensation for their respective persons who will provide testimony.

Section 4 – Mediator's Authority

The Mediator shall have the authority to make such binding awards as are necessary to enable him/her to act effectively subject to the following:

The decision of the Mediator shall be binding upon the Company, the Union, and the aggrieved Employee or Employees. The Mediator shall have no power to add or subtract from or modify any of the terms of this Agreement or any Agreements made supplementary hereto, or to substitute his/her discretion in cases where the Company is given discretion by this Agreement or by any Supplementary Agreements.

ARTICLE VII - DISCIPLINARY PROGRAM AND DISCHARGE

Section 1 - Disciplinary Program

No one may be disciplined or discharged without just cause. Discipline will be applied without discrimination on account of race, color, religion, gender, age, national origin, disability, or veteran's status. The procedure will be carried out uniformly in accordance with the following steps:

- | | |
|---------------------------------|---|
| <u>1. First Offense</u> | Verbal warning, record on file with Department Manager and Local Steward. |
| <u>2. Second Offense</u> | Written warning with record on file with the Human Resource Office, Copy given to the Local Union Steward. |
| <u>3. Third Offense</u> | Two working days off without pay, record on file with the Human Resource Office, copy to the Local Union Steward. |
| <u>4. Fourth Offense</u> | Discharge. |

In case of serious offenses, which affect customer relations (and thus jeopardize the jobs of fellow workers), or which could result in injury or death, to the Employee, fellow workers, or the public, the Employer shall have the right to bypass any or all of the progressive discipline steps and may discipline or discharge the Employee immediately subject to the arbitration procedure. These offenses shall include, but shall not be limited to, the following:

1. Possession, use, sale, or distribution of illegal substances and/or intoxicating beverages on the work site.
2. Bringing firearms or other weapons on the job.
3. Intentional theft of Government, Employer, or Employee property.
4. Intentional destruction of Government, Employer, or Employee property.
5. Intentional fraudulent activity.
6. Intentional falsification of Government or Company documents.

Disciplinary actions will remain in an Employee's personnel file for a maximum period of one year unless otherwise designated by the Company.

Section 2 - Attendance Control

Excessive use/abuse of absenteeism or tardiness increases costs, creates an undue hardship on fellow employees, and limits ability to effectively plan and accomplish and customer goals. Any Employee requesting time off must have prior approval of their manager or his/her designee. An unexcused absence is an absence that does not have prior approval of management or an absence without sufficient and appropriate documentation upon return to work. Employees absent for three (3) consecutive working days without a valid excuse or proper authorization may be considered to have voluntarily quit. Otherwise, the policy toward absenteeism will be as follows:

1. Unexcused absence or tardy / first occurrence / Verbal warning.
2. Unexcused absence or tardy / second occurrence / Written warning.
3. Unexcused absence or tardy / third occurrence / 3 day suspension.
4. Unexcused absence or tardy / Fourth occurrence / Termination.

All disciplinary actions will remain in the Employee's personnel file for a period of one year.

ARTICLE VIII - DISCHARGE/ARBITRATION

In cases of discharge, the Company shall notify the Local Union President and/or Union steward of the discharge and its reason for such action in writing within two (2) working days. An Employee who claims he/she has been discharged without just cause must notify the Union within two (2) working days following the discharge. Notice that a discharge is being grieved must be made to the Company, in writing by the Union, within five (5) working days from the date of discharge. Discussions between the Company and the Union Representative concerning the discharge shall be considered Step 3. If not settled in Step 3, the Union may move the grievance to Step 5 of the grievance procedure.

ARTICLE IX - GENERAL WAGE PROVISIONS

Section 1 - Wage Rates

The hourly rates for Employees covered by this Agreement shall be as set forth in Appendix "A." Wages shall be paid bi-weekly.

Section 2 - Shift Differentials

In the event that shifts are needed in the clerical unit, the Company shall pay a shift differential of 5% for those employees assigned to the second shift and a shift differential of 7% for those employees assigned to the third shift.

Section 3 - Out of Classification Work

When a qualified Employee is specifically assigned to and works independently for a period of two (2) hours

or more in a higher job classification, the Employee will receive the rate of the higher classification for the duration of his/her performance of the job.

Section 4 - Schedule Changes

An Employee's schedule shall not be changed for the explicit purpose of avoiding overtime.

Section 5 - Tuition Refund

Tuition refund will be provided in accordance with company policy.

Section 6 - Educational Assistance

The Company agrees to provide reimbursement of lost wages and expenses for Employees attending and successfully completing courses offered by the Union and with prior approval by the Company (e.g. Safety programs, labor management cooperative programs, etc.).

Section 7 - Travel Policy

Travel expenses will be reimbursed in accordance with Company policy.

Section 8 - Incentive Award

Bargaining unit employees will participate in the Company's Incentive Award Plan in accordance with the Company's Employee Incentive Award Plan Policy.

ARTICLE X - HOURS AND OVERTIME

Section 1 - Workday

The workday shall begin at 12:01 a.m. and shall end at 12:00 midnight. The third shift, which normally begins at 11:00 p.m., will be considered the first shift of the following day.

Section 2 Workweek

For payroll purposes the workweek shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

Section 3 - Regular Workweek

The regular workweek for Employees will consist of five (5) workdays during the period Monday through Friday, with two (2) consecutive days off (Saturday & Sunday), except for shift work, which may be five (5) workdays during the period Monday through Sunday with two (2) consecutive days off.

Section 4 - Regular Workday

The regular workday for Employees will consist of an eight (8) hour workday including a one-half (1/2) hour unpaid meal and two (2) 15 min. paid break periods to be taken at mid-morning and mid-afternoon.

Section 5 – Shifts

First shift shall be any shift beginning after 6:00 a.m. Second shift shall be any shift beginning after 2:00

p.m. Third shift shall be any shift beginning after 10:00 p.m. Shift differential shall be paid for any shift beginning after the stated shift times above.

While shifts are not normally needed in the clerical fields, when a shift is needed to respond to customer need, the Company will provide notice of a shift change to affected Employees no later than 2:00 p.m. Thursday in the week prior to the proposed shift change.

Section 6 - Altered Work Schedule

The Company may assign Employees an altered work schedule (AWS) consisting of eight (8) hours between the hours of 6:00 a.m. and 6:00 p.m. to meet customer requirements. At least three (3) days notice must be given before a new schedule is implemented. Employees may request an AWS outside of the normal work hours/days for personal needs. The AWS must ensure that customer support is maintained.

Section 7 – Flex Time

Employees may request flexible starting and quitting times on a daily/weekly basis. Core hours between 9:00 a.m. and 3:00 p.m. must be maintained. The Employee's manager may approve flexible schedules for regular hours between 6:00 a.m. and 6:00 p.m. with complete consideration given to adequate staffing to ensure customer needs. All schedules must be approved in advance by the manager or his/her designee.

Section 8 - Overtime Work

Overtime worked shall be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of forty (40) hours in a work week or 10 hours in a work day.

Section 9 - Overtime Calculations and Premium Days

- a. Time worked on Saturday and Sunday shall be paid at time and one-half (1-1/2) of the Employee's rate, and time worked on Holidays shall be paid at two and one-half (2 1/2) times the Employee's rate.
- b. Holidays and personal leave shall be included as time worked for the purpose of calculating overtime.
- c. There will be no "pyramiding" of overtime allowed.

Section 10 - Call Out Pay

An Employee called back to work after having completed his/her regular shift and gone home, shall receive a minimum of four (4) hours at their straight time rate of pay or pay for actual hours worked whichever is greater.

Section 11 - Show Up Pay

An Employee reporting for work at his regular scheduled starting time and for whom no work is provided, shall receive three (3) hours show up time unless notified by the Company at least three (3) hours prior to their regularly scheduled starting time not to report to work.

Section 12 - Administrative Leave

When the site is closed due to weather or other catastrophic reasons, Employees will receive Administrative Leave only when reimbursement is allowed by the DOE.

Section 13 - Overtime Distribution Policy

- a. Purpose - The Company will make every reasonable effort to distribute overtime as equitable as possible among the Employees in each functional area as impartially as is practicable. In doing this it is recognized that the Company will take into account the qualifications of Employees for the job to be performed and the efficient operation of the Department.
- b. Procedures - In assigned overtime, Employees shall perform the overtime work required. Employees actively working the task requiring overtime shall perform the overtime work required. In the event of extenuating circumstances an Employee is unable to perform overtime work assigned, the overtime will be distributed amongst the employees in that functional area qualified to perform the work.
- c. Record Keeping - A written record of overtime worked by Employees in each functional area will be maintained by the Employee's manager. The overtime record will indicate the Employee's name, the date worked/offered, and the number of hours. Employees will be credited with overtime worked by recording the actual number of overtime hours worked. Employees unable to work overtime, when requested, shall be deemed to have worked the overtime hours actually worked on the task for distribution of overtime purposes.

Should the Company and the Union determine that an Employee was improperly denied overtime opportunities, the Company shall provide the Employee with future available scheduled overtime, provided the Employee is qualified for the job to be done and it does not disrupt the efficient operation of the Department.

- d. Time Sheets - This policy is for the equitable distribution of available overtime hours. For pay purposes overtime hours are the hours recorded on the time sheet.

Section 14 - Four-Ten Hour Shift

The Company may elect four/ten hour work shifts, either Monday through Thursday or Tuesday through Friday in order to meet the customer's needs. The Union and affected Employees will be given seven (7) working days notice prior to the commencement of the shift. The four/ten shifts will originally be established on a volunteer basis. If there are more volunteers than needed, the Employees with the most seniority will be awarded the four/tens provided they have the necessary skills to perform the job. If there are not enough Employees volunteering, the Employees with the least seniority will be required to work the four/tens provided they have the necessary skills to perform the job. On this four/ten shift, Employees will be paid time and one-half (1-1/2) of their straight time hourly rate for all hours in excess of ten (10) hours per day and forty (40) hours in a week.

ARTICLE XI - SENIORITY

Section 1 - Seniority

- a. Site seniority is defined as a Bargaining Unit Employee's continuous service at the site with EG&G and all predecessor contractors.
- b. Bargaining unit seniority is defined as a Bargaining Unit member's continuous service earned under this Labor Agreement or predecessor Labor Agreement as a member in good standing with the United Mine Workers of America (UMWA).
- c. The Company shall supply the Union with a job classification and site seniority list of the Employees covered by this Agreement. Such list(s) shall be revised annually.

Section 2 - Layoff

The Company will determine the time of layoffs, the number of Employees to be laid off, and in what job classifications layoffs will occur.

- a. If a layoff should occur, the Union shall be notified at least two (2) weeks in advance. Such layoffs shall be made by bargaining unit seniority within the job classification affected. Should bargaining unit seniority within a job classification be equal, then site seniority shall be the determining factor as to who shall be laid off first. Should bargaining unit seniority and site seniority of the affected Employees be equal, then the determining criteria for breaking the tie shall be a flip of the coin with the Employee losing the coin flip being scheduled to be laid off.
- b. An Employee scheduled to be laid off within any classification may use his/her bargaining unit seniority to bump a less-senior bargaining unit Employee who holds a classification for which he/she is qualified. If bargaining unit seniority is equal, then site seniority shall be used as the tiebreaker. Recall to employment from layoff shall be in reverse order of the layoff.
- c. In the case of a layoff, probationary Employees shall be laid off first.
- d. If at the time of layoff, any eligible Employee refuses to exercise their seniority right to bump less senior Employees within the active workforce, such Employee shall continue to retain seniority rights to be recalled. Any Employee scheduled to be laid off must notify the Company of an intention to exercise his/her seniority bumping rights within two (2) working days of the layoff notice. An Employee displaced in the bumping process may similarly exercise his/her seniority rights to displace another Employee in accordance with the same criteria.

Section 3 - Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

- a. Discharge for just cause, quit, retirement, or resignation.
- b. Failure to give notice of intent to return to work after recall within five (5) working days, or failure to return to work on the date specified for recall. An excuse from a medical doctor, leave secured by statute or a covered contractual situation, shall exempt an Employee from this return to work requirement. However, such circumstances must be communicated to the Employer within the five (5) day period outlined above.
- c. Time lapse of eighteen (18) months, or for a period equal to the Employee's seniority (whichever is less) since the last day of actual work for the Company.
- d. Failure to return to work upon expiration of a leave of absence.

Section 4 - Recall

- a. Order of Recall - If the Company determines to fill job vacancies, such vacancies shall be filled through the job posting and selection process from the active workforce first. All excess vacancies, not filled through this bidding procedure, or left vacant as a result of the bidding process shall be filled from the laid off panel of Employees awaiting recall who have the seniority and the qualifications to return to work and assume the job vacancy that is open. Such Employees, eligible for recall, shall be recalled in reverse order of layoff using seniority and qualifications to perform the duties of the job vacancy as the criteria for recall.

- b. Notice to Recall - The Company will forward a notice of recall by certified mail to the last known address of the Employee reflected on records. The Employee must, within five (5) working days of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and thereafter, return to work on such date.

Section 5 - Job Posting

When the Company determines to fill a job within the Bargaining Unit, the Company will put a notice of the vacancy or job opening on the Employee bulletin boards for five (5) workdays. Subject to the provisions elsewhere in this Agreement, any Employee may submit a bid for the job to the Human Resources Office in writing, during the posting period. The Company shall not be required to post a notice of vacancy or job opening for a particular job more than once every sixty (60) days. Any bid submitted within a posting period shall remain valid for sixty (60) days.

Section 6 – Selection/Hiring

- a. Selection - From among Employees qualified for a posted job, who submit bids for the job, the Company will award the job to the most senior/qualified Employee. Provided that if two or more bidders have the same bargaining unit seniority, the Company will award the job to the Employee with the greater site seniority. If no Employees qualified for the posted job submit bids for the job, or no one from the recall panel is eligible to fill the vacancy, the Company may fill the job from any source.
- b. New Hires - A probationary period of ninety (90) days will be observed for each new Employee during which time the Company will make specific and periodic evaluations of the Employee's qualifications, skills, and abilities. During this probationary period, an Employee shall be considered as having no seniority rights, provided that upon completion of the probationary period, an Employee shall be entitled to seniority rights as measured from an Employee's employment date. During the probationary period, a new Employee may be discharged in accordance with Company Policy and procedure without recourse to the grievance procedure.

Section 7 - Restriction on Bidding

An Employee who is awarded a job, for which he/she bid, must accept it. If, immediately prior to being awarded a posted job, the Employee's designated job classification was the same as or higher than the posted job, the Employee may not bid for another job for a period of six (6) months after being awarded the job.

Section 8 - Disqualification of a Bidder

An Employee who is unable to perform the job to which he/she bid to the satisfaction of the Company within thirty (30) work days after being awarded the job shall be returned to the job classification he/she held at the time of submitting the bid.

Section 9 - Qualifications

It is agreed that the Company is the sole and exclusive agent to determine the qualifications, skills, and abilities of all Employees.

ARTICLE XII - HOLIDAYS

Section 1 - Holidays Celebrated

The following days shall be paid holidays for the purpose of this Agreement:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veteran's Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

Holidays that fall on Sunday will be observed on the following Monday and holidays that fall on Saturday will be observed on the preceding Friday.

Section 2 - Eligible Employees

To be eligible for Holiday pay, an Employee must be on the active payroll of the Company, and be in a compensable state with the day before and the day after the Holiday.

Section 3 - No Work on the Holidays

An Employee who is not required to work on the day observed as a Holiday shall receive eight (8) hours pay at his/her straight-time rate of pay, plus shift differential if applicable.

Section 4 - Work on the Holiday

An Employee who is required to work on the day observed as a Holiday shall receive time and one-half (1-1/2) times his/her straight time hourly rate for all hours actually worked on that day, in addition to eight (8) hours pay at his/her straight time rate of pay plus shift differential if applicable.

Section 5 - Holiday During a Personal Leave Period

If a Holiday occurs during the scheduled vacation of an eligible Employee, the Employee will not be charged a personal leave day for the Holiday and the observed Holiday shall be paid as Holiday pay.

ARTICLE XIII – PERSONAL LEAVE

Section 1 - Personal Leave

<u>Years of Full-Time Service</u>	<u>Accrual Rate</u>	<u>Maximum Carry-Over</u>
Less than two years	12 days	144 hours
Two to five years	15 days	192 hours
Five to ten years	18 days	240 hours
Ten to fifteen years	21 days	288 hours
Fifteen to twenty years	24 days	288 hours
Over twenty years	27 days	288 hours

- a. All full-time regular Employees in active payroll status (i.e., not on WC, A&S, or LWOP) for a minimum of fifteen days during the month shall accrue a prorated amount of personal leave based on the schedules above. Employees will accrue personal leave based on years of full-time service. Personal leave may be taken in thirty (30) minute increments.

- b. Employees may carry over the maximum personal leave hours according to the above from one calendar year to the next. All personal leave above the maximum carry over will be paid to the Employee in the second payroll of January in the following year. All unused personal leave at the time of termination will be paid to the Employee in the final paycheck following termination.
- c. Employees will begin to accrue leave at the higher rate on the fifteenth of the month after the Employee completes the number of years of service required for the higher rate.
- d. Employees desiring to take personal leave must submit the request to his/her manager by 9:00 a.m. the day before leave is desired. Leave will be granted on a first-come, first-serve basis. In some cases where submittals are made at the same time and only one Employee is allowed off due to the need to meet customer requirements, the situation will be determined by seniority. In cases of emergency or illness, same day requests for personal leave must be made to the Employee's manager for approval at least thirty (30) minutes prior to the Employee's scheduled start time. If the employee's manager or his/her designee cannot be reached prior to shift start, the employee can leave a detailed voice mail provided they call again at shift start and discuss the situation with their manager.
- e. An employee requesting leave once a shift has started shall inform their Manager/Designee of the need for emergency leave, make the request to their Manager/Designee as early as practically possible, and obtain their Manager's approval prior to the Employee changing to personal leave status. The Employee requesting emergency leave will inform their Manager/Designee of critical work assignments and requirements to secure the work place before dismissal. The Employee may be required to provide documentation to the Manager upon request. In certain cases, the manager may waive any and all of the above concerning the severity of the emergency. It is understood the Company may take into consideration the possible adverse affects on the health and safety of the person requesting leave, associated workforce, Employee's personal leave balance, and the preservation of the customer's property will be evaluated in the Company's decision to grant personal leave for the emergency.

Section 2 - Catastrophic Leave

Employees will no longer accrue 2 hours of catastrophic leave per month into their leave account. Current catastrophic leave accumulation will be carried forth into this Agreement. Leave balances will be carried over from one year to the next. Leave usage will be in accordance with Company policy.

ARTICLE XIV - LEAVES OF ABSENCE

Section 1 - Bereavement Pay

When death occurs in an Employee's immediate family (spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister, step-father, step-mother, step-children, step-brother or step-sister, grandfather, grandmother, and grandchildren), an Employee upon request will be excused for up to three (3) consecutive days to include the day of the funeral. The Employee shall receive pay at his regular rate, provided it is established that he attended the funeral.

Section 2 - Severance Pay

An Employee who is terminated shall be paid one week's pay per year of Service up to a maximum of fifteen (15) weeks (minimum of 1 week will be paid).

Section 3 - Jury Duty

An Employee who is called for and who performs jury duty or who is subpoenaed to appear in court as a witness will be compensated by the Company for the difference between payment received for such

compulsory jury duty or compulsory court appearance and the payment the Employee would have received for straight time hours they thereby lose from a normal work schedule computed at the Employee's established hourly base rate as long as the Employee is not party in the legal action. In order to be paid by the Company for such leave, the Employee must submit to the Human Resources written proof of having served, and the duration of such service.

Section 4 - Military Service

Regular full-time employees who are members of a military reserve organization and are ordered to temporary training duty are paid the difference for which their straight time pay exceeds their military pay, excluding travel allowances. Payment is made for up to ten days of training in any calendar year. In support of this payment, employees must furnish Human Resources a copy of their orders along with a voucher from their paymaster as soon as practical following their training

Section 5 - Business

Employees who have an official request for a leave of absence shall be granted leave to participate in Union activities. Unless otherwise allowed by the employer, no more than two leave requests will be granted for Union activities on any given day.

ARTICLE XV - HEALTH BENEFITS

Health Plan – The Company will provide the CIGNA medical plans or equivalent. Bi-weekly Employee contributions are listed below. Any and all increases in the monthly premium will be borne 50/50 by the Company and Employee up to a maximum increase of ten percent (10%). Should increases in the monthly premium exceed ten percent, the Company may request that the union meet to negotiate that amount exceeding ten percent.

<u>Coverage</u>	<u>EPO</u>	<u>Med 300</u>	<u>Med 900</u>
Employee Only (14.42-)	20.00	23.00	21.00
Employee Only (14.43+)	27.00	30.00	28.00
Employee Spouse(14.42-)	46.00	58.00	53.00
Employee Spouse(14.43+)	54.00	71.00	66.00
Employee Child(ren)(14.42-)	41.00	52.00	47.00
Employee Child(ren)(14.43+)	49.00	65.00	60.00
Family (14.42-)	47.00	68.00	63.00
Family (14.43+)	60.00	83.00	78.00

Waiver – Employees may opt to waive health insurance coverage and receive a waiver paid on a biweekly basis. Employees must furnish proof of other health coverage to qualify for the waiver. Employees may receive the following waivers: Individual – \$500.00 per year Dependent - \$500.00 per year

ARTICLE XVI - DENTAL PLAN

Employees may elect to participate in the Company's optional dental plan. The Employee's bi-weekly contribution rates are listed below. Any and all increases in the monthly premium will be borne 50/50 by the Company and Employee up to a maximum increase of ten percent (10%). Should increases in the monthly premium exceed ten percent, the Company may request that the union meet to negotiate that amount exceeding ten percent.

<u>Coverage</u>	<u>Cigna 50</u>	<u>Cigna 80</u>
Employee Only	1.10	3.30
Employee Spouse	2.75	8.25
Employee Child(ren)	2.75	8.25
Family	2.75	8.25

ARTICLE XVII - SCHEDULE OF OTHER BENEFITS

Section 1 – Life Insurance /AD&D

The Company will provide life insurance as stated in the Summary Plan Description, equal to two (2) times the Employee's annual salary rounded up to the next thousand dollars. The Company will also provide AD&D as currently stated in the Summary Plan Description, equal to two (2) times the Employee's annual salary rounded up to the next thousand dollars.

Section 2 – Long-Term Disability

Employees may elect to participate in the Company's optional Long-Term Disability (LTD) Insurance Program as described in the LTD Summary Plan Description and at the Employees' expense.

Section 3 - Retirement

The Employer will provide a pension plan as described in the Company's Summary Plan Description for the life of the Agreement.

Section 4 - 401K Savings Program

The Employer will continue to provide the Employee's the 401K Savings Plan pursuant to the Summary Plan Description which currently provides a 55 cent match on each dollar contributed by a participating Employee up to six (6) percent of his/her salary.

Section 5 – Dependent Life Insurance Plan

Employees may elect to participate in the Company's optional Dependent Life Insurance Program as described in the Summary Plan Description and at the Employees' expense.

Section 6 – Accident & Sickness

The Company will provide A&S insurance as stated in the Summary Plan Description, equal to two thirds (2/3rds) of the employee's weekly base rate up to a maximum of eight hundred (\$800) dollars per week.

Section 7 – Metpay

Employees may elect to participate in the optional Metpay program and have their premiums payroll deducted as provided for by the Company.

Section 8 – Flexible Spending Accounts

Employees may elect to participate in the Company's optional flexible spending accounts for the purpose of pre-taxing moneys for health care and child care expenses as provided for by the Company.

Section 9 – Voluntary Accident

Employees may elect to purchase optional accidental death and dismemberment insurance through the Voluntary Accident Insurance Plan as provided for by the Company.

Section 10 – Employee Assistance Program (EAP)

Employees may participate in the optional services described in the Employee Assistance Program as provided

by the Company.

Section 11 – Vision Plan

Employees may elect to participate in the Company's optional Vision Plan at the Employee's expense as provided for by the Company.

ARTICLE XVIII – PERIODIC CONFERENCES

The parties recognize for their joint benefit, the prosperity and efficiency of the Company are dependent upon their ability to work cooperatively. In order to achieve this, the parties agree to meet periodically, but not less than two (2) times per year, to discuss items of mutual interest. The Company shall designate three (3) representatives and the Union shall designate three (3) representatives to participate in the conference. Union representatives that are the employees of the Company shall be compensated at their applicable straight time rate for their time spent in conference.

ARTICLE XIX - BULLETIN BOARDS

The Employer will provide a bulletin board for the use of the Local Union on the property that is in conformity with government regulations and which provide reasonable access by the Union membership to information that the Union wishes to communicate.

ARTICLE XX - SAFETY

Section 1.

The Company will comply with all applicable health and safety laws and regulations, and the Company and all Employees agree to cooperate toward the objective of eliminating accidents and health hazards. The Company will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The Union agrees that the Company may terminate any employee covered by this Agreement who intentionally exposes him/herself or any individual to unsafe acts, which could result in serious bodily harm. All employees must immediately report any work-related injury, as per site policy. An employee may not be discriminated against for following this procedure.

Section 2.

The Company and the Union agree to establish a quarterly meeting to cooperate in the elimination of unsafe and hazardous conditions and the improvement of the safety record. The committee will consist of three (3) representatives from management and three (3) representatives from the Union.

Section 3.

All employees will follow the Company's Safety Operating Policies and Procedures as well as NETL's Environmental Safety and Health Program. Copies of these policies and programs will be available to all employees on the Local Area Network (LAN) and in the Company's Office of Environmental Safety and Health (ES&H). Any new safety policies and/or procedures established by the Company shall be posted on the bulletin boards.

Section 4.

District and/or International Representatives requesting access to the site to discuss safety matters/incidents with management personnel shall be granted access subject to the routine check in/out procedures.

Section 5.

In cases involving major accidents or fatalities of Bargaining Unit Employees, the Union steward will be allowed to participate in the Company's investigation of the incident.

Section 6.

One person from the clerical unit will act as safety representative and address safety issues with the Company that may arise on site.

ARTICLE XXI - NEW EQUIPMENT

In the event that new equipment or devices are introduced and are to be operated or maintained by Bargaining Unit personnel, the Company agrees to provide training on such equipment on an as needed basis. The employees and the manner in which they are trained, will be determined by the Company.

ARTICLE XXII - SUCCESSIONSHIP

The provisions of this Agreement shall be binding upon and to the mutual benefit of the Parties thereto, and to their successors and assigns, except as may otherwise be provided by applicable law or federal regulations.

ARTICLE XXIII - NO STRIKE - NO LOCKOUT

The Company agrees there will be no lockout of the Union or of Employees represented by the Union during the term of this Agreement.

The Union, collectively, and the Employees covered by this Agreement, agree they will not call, engage in, or sanction any strike during the term of this Agreement.

ARTICLE XXIV - TEMPORARY/PART-TIME EMPLOYEES

No one may be retained in a temporary or part-time capacity while any full-time Employee is on lay off. Temporary/part-time Employees may never exceed fifteen percent (15%) of the full time classified workforce even when there is no reduction in force/lay off. Temporary Employees with an anticipated employment of less than six (6) months will receive \$2.56 per hour in lieu of benefits. Part-time Employees will receive \$2.56 per hour in lieu of benefits. Part-time Employees employed on the effective date of this Agreement shall be exempt from this article.

ARTICLE XXV - CONTINUANCE OF EMPLOYER PROVIDED APPAREL AND TOOLS

The Employer agrees to continue the practice of providing employees with certain wearing apparel, tools, and safety devices including, but not limited to, steel-toed boots and shoes, uniforms, safety glasses, and other items previously provided to the Employee for his or her use in carrying out their duties. In the event that the government, for whatever reason, decides to discontinue certain programs that provide any of these items, the Union will immediately negotiate with the employer with respect to the impact that such changes have had on it's membership.

ARTICLE XXVI - TERM OF AGREEMENT

This Agreement shall take effect February 1, 2001, and shall remain in effect through January 31, 2004, and shall continue in effect from year to year thereafter, unless changed or terminated. Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to February 1, 2004.

IN WITNESS WHEREOF, each of the parties signatory hereto has caused this Agreement to be signed this ____ day of February 2001.


For the Union Date 2-28-01


For the Employer Date 3-2-01

APPENDIX A

Classification	02/01/01	02/01/02	02/01/03
Word Processor I	\$10.61	10.91	11.16
Word Processor II	\$11.91	12.21	12.46
Word Processor III	\$13.32	13.60	13.85
Secretary I	\$12.25	12.50	12.75
Secretary II	\$13.41	13.71	13.96
Secretary III	\$14.63	14.93	15.18
General Clerk I	\$7.53	7.83	8.08
General Clerk II	\$8.47	8.77	9.02
Senior Clerk	\$11.10	11.40	11.70

The Company will agree to the following reclassifications:

- S. Batton to Secretary I
- C. DeBerry to Secretary I
- D. Sugg to Word Processor III
- T. Kapaldo to Word Processor III
- L. Wilson to Word Processor III

Employees not receiving an hourly rate increase shall receive a lump sum wage increase in the amount of 2.5% (Hall yr1&2, Pratt yr1).